

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30				1. REQUISITION NUMBER PR201505070017		PAGE 1 OF 13	
2. CONTRACT NO GS-00-H-15-AA-P-0092		3. AWARD/EFFECTIVE DATE See Block 31C		4. ORDER NUMBER		5. SOLICITATION NUMBER GS-H1E-Q-15-0150	
7. FOR SOLICITATION INFORMATION CALL:		a. NAME		b. TELEPHONE NUMBER (No collect calls)		8. SOLICITATION ISSUE DATE 06/24/2015	
9. ISSUED BY General Services Administration OAS, Internal Acquisition Division 1800 F Street, NW Washington, DC 20405		CODE		10. THIS ACQUISITION IS <input type="checkbox"/> UNRESTRICTED OR <input type="checkbox"/> SET ASIDE 100 % FOR <input checked="" type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM NAICS: <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> EDWOSB <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS <input type="checkbox"/> 8 (A) SIZE STANDARD			
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE		12. DISCOUNT TERMS Net 30		13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) <input type="checkbox"/>		13b. RATING	
15. DELIVER TO GSA, Office of Citizen Svcs & Innovative Technologies(XFC) Joshua Bailes, joshua.bailes@gsa.gov, (b)(6)		CODE		16. ADMINISTERED BY General Services Administration, HIEA 1800 F Street, NW, Washington, DC 20405		CODE	
17a. CONTRACTOR/OFFEROR Slack Technologies, Inc. 155 5th St, 6th Floor San Francisco, CA 94103		CODE 7BXG0 FACILITY CODE 047131381		18a. PAYMENT WILL BE MADE BY Financial Operations & Disbursement Division PO Box 419279 1500 E. Bannister Road, Room-1011 Kansas City, MO 64141		CODE 6BCP	
17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER <input type="checkbox"/>		18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM					
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES			21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
1	Web-Based Collaboration Software Services Base Period: 07/27/2015 - 07/26/2016 200 Users, NTE \$36,000			1	Lot	36,000	36,000
2	Option Period 1: 07/27/2016 - 07/26/2017 300 Users, NTE \$54,000						
3	Option Period 2: 07/27/2017 - 07/26/2018 400 Users, NTE \$72,000 Firm Fixed Price <i>(Use Reverse and/or Attach Additional Sheets as Necessary)</i>						
25. ACCOUNTING AND APPROPRIATION DATA 2015.2015.285X.DS10.00.Q00XF100.AF230.H08.....						26. TOTAL AWARD AMOUNT (For Govt. Use Only) 36.000	
27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED							
27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED							
28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED				29. AWARD OF CONTRACT REF. _____ OFFER DATED _____. YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:			
30a. SIGNATURE OF OFFEROR (b)(6)				30b. SIGNATURE OF CONTRACTING OFFICER (b)(6)			
30c. NAME AND TITLE OF SIGNER (Type or print) (b)(6) VP Business Operations		30d. DATE SIGNED 07 / 27 / 2015		31b. NAME OF CONTRACTING OFFICER (Type or print) Carolyn U Turner		31c. DATE SIGNED 7/1/2015	
AUTHORIZED FOR LOCAL REPRODUCTION PREVIOUS EDITION IS NOT USABLE				STANDARD FORM 1449 (REV. 2/2012) Prescribed by GSA - FAR (48 CFR) 53.212			

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21 QUANTITY	22. UNIT	23 UNIT PRICE	24. AMOUNT
	<p>Total contract Value: \$162,000.00 When invoicing, reference GP0965038 Contractor Quote dtd 06/30/2015 is hereby incorporated Attachment 1: Statement of Work</p> <p>52.217-9 Option to Extend the Term of the Contract (March 2000) (a) The Government may extend the term of this contract by written notice to the Contractor within 30 days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension. (b) If the Government exercises this option, the extended contract shall be considered to include this option clause. (c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 3 years.</p>				

32a. QUANTITY IN COLUMN 21 HAS BEEN

☐ RECEIVED ☐ INSPECTED ☐ ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: _____

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE		32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE	
32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE			32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE	
			32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE	
33. SHIP NUMBER	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT	37. CHECK NUMBER
<input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL			<input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	
38. S/R ACCOUNT NO.	39. S/R VOUCHER NUMBER	40. PAID BY		
41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT		42a. RECEIVED BY (Print)		
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER		42b. RECEIVED AT (Location)		
41c. DATE		42c. DATE REC'D (YY/MM/DD)		
		42d. TOTAL CONTAINERS		

STANDARD FORM 1449 (REV. 2/2012) BACK

FEDERAL ACQUISITION REGULATION (FAR) CLAUSES

52.252-2 Clauses Incorporated by Reference (FEB 1998), www.arnet.gov and www.acq.osd.mil

52.212-4 Contract Terms and Conditions—Commercial Items. (Feb 2012)

52.212-5 Contract Terms and Conditions Required to Implement Statutes or Executive Orders—Commercial Items. (JAN 2013)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) 52.222-50, Combating Trafficking in Persons (Feb 2009) (22 U.S.C. 7104(g)).

___ Alternate I (Aug 2007) of 52.222-50 (22 U.S.C. 7104(g)).

(2) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).

(3) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Pub. L. 108-77, 108-78).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

[Contracting Officer check as appropriate.]

___ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Sept 2006), with Alternate I (Oct 1995) (41 U.S.C. 253g and 10 U.S.C. 2402).

X (2) 52.203-13, Contractor Code of Business Ethics and Conduct (Apr 2010) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).

___ (3) 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (June 2010) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)

___ (4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (Aug 2012) (Pub. L. 109-282) (31 U.S.C. 6101 note).

___ (5) 52.204-11, American Recovery and Reinvestment Act—Reporting Requirements (Jul 2010) (Pub. L. 111-5).

___ (6) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (Dec 2010) (31 U.S.C. 6101 note).

___ (7) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (Feb 2012) (41 U.S.C. 2313).

___ (8) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (May 2012) (section 738 of Division C of Pub. L. 112-74, section 740 of Division C of Pub. L. 111-117, section 743 of Division D of Pub. L. 111-8, and section 745 of Division D of Pub. L. 110-161).

___ (9) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (Nov 2011) (15 U.S.C. 657a).

___ (10) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (JAN 2011) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

___ (11) [Reserved]

X (12)(i) 52.219-6, Notice of Total Small Business Set-Aside (Nov 2011) (15 U.S.C. 644).

___ (ii) Alternate I (Nov 2011).

___ (iii) Alternate II (Nov 2011).

___ (13)(i) 52.219-7, Notice of Partial Small Business Set-Aside (June 2003) (15 U.S.C. 644).

___ (ii) Alternate I (Oct 1995) of 52.219-7.

___ (iii) Alternate II (Mar 2004) of 52.219-7.

X (14) 52.219-8, Utilization of Small Business Concerns (Jan 2011) (15 U.S.C. 637(d)(2) and (3)).

___ (15)(i) 52.219-9, Small Business Subcontracting Plan (Jan 2011) (15 U.S.C. 637(d)(4)).

___ (ii) Alternate I (Oct 2001) of 52.219-9.

___ (iii) Alternate II (Oct 2001) of 52.219-9.

___ (iv) Alternate III (Jul 2010) of 52.219-9.

___ (16) 52.219-13, Notice of Set-Aside of Orders (Nov 2011) (15 U.S.C. 644(r)).

X (17) 52.219-14, Limitations on Subcontracting (Nov 2011) (15 U.S.C. 637(a)(14)).

___ (18) 52.219-16, Liquidated Damages—Subcontracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).

___ (19)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (OCT 2008) (10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).

___ (ii) Alternate I (June 2003) of 52.219-23.

___ (20) 52.219-25, Small Disadvantaged Business Participation Program—Disadvantaged Status and Reporting (Dec 2010) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

___ (21) 52.219-26, Small Disadvantaged Business Participation Program—Incentive Subcontracting (Oct 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

__ (22) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (Nov 2011) (15 U.S.C. 657(f)).

__ (23) 52.219-28, Post Award Small Business Program Rerepresentation (Apr 2012) (15 U.S.C. 632(a)(2)).

__ (24) 52.219-29, Notice of Set-Aside for Economically Disadvantaged Women-Owned Small Business (EDWOSB) Concerns (Apr 2012) (15 U.S.C. 637(m)).

__ (25) 52.219-30, Notice of Set-Aside for Women-Owned Small Business (WOSB) Concerns Eligible Under the WOSB Program (Apr 2012) (15 U.S.C. 637(m)).

X (26) 52.222-3, Convict Labor (June 2003) (E.O. 11755).

__ (27) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (Mar 2012) (E.O. 13126).

X (28) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).

__ (29) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).

__ (30) 52.222-35, Equal Opportunity for Veterans (Sep 2010) (38 U.S.C. 4212).

__ (31) 52.222-36, Affirmative Action for Workers with Disabilities (Oct 2010) (29 U.S.C. 793).

__ (32) 52.222-37, Employment Reports on Veterans (SEP 2010) (38 U.S.C. 4212).

__ (33) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).

__ (34) 52.222-54, Employment Eligibility Verification (JUL 2012). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)

__ (35)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Items (May 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

__ (ii) Alternate I (May 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

__ (36) 52.223-15, Energy Efficiency in Energy-Consuming Products (DEC 2007) (42 U.S.C. 8259b).

__ (37)(i) 52.223-16, IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products (DEC 2007) (E.O. 13423).

__ (ii) Alternate I (DEC 2007) of 52.223-16.

__ (38) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (AUG 2011) (E.O. 13513).

__ (39) 52.225-1, Buy American Act—Supplies (Feb 2009) (41 U.S.C. 10a-10d).

__ (40)(i) 52.225-3, Buy American Act—Free Trade Agreements—Israeli Trade Act (Nov 2012) (41 U.S.C. chapter 83, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43).

- ___ (ii) Alternate I (Mar 2012) of 52.225-3.
- ___ (iii) Alternate II (Mar 2012) of 52.225-3.
- ___ (iv) Alternate III (Nov 2012) of 52.225-3.
- ___ (41) 52.225-5, Trade Agreements (Nov 2012) (19 U.S.C. 2501, *et seq.*, 19 U.S.C. 3301 note).
- ___ (42) 52.225-13, Restrictions on Certain Foreign Purchases (June 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).
- ___ (43) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).
- ___ (44) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).
- ___ (45) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).
- ___ (46) 52.232-30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).
- ___X___ (47) 52.232-33, Payment by Electronic Funds Transfer—Central Contractor Registration (Oct 2003) (31 U.S.C. 3332).
- ___ (48) 52.232-34, Payment by Electronic Funds Transfer—Other than Central Contractor Registration (May 1999) (31 U.S.C. 3332).
- ___X___ (49) 52.232-36, Payment by Third Party (Feb 2010) (31 U.S.C. 3332).
- ___ (50) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).
- ___ (51)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631).
- ___ (ii) Alternate I (Apr 2003) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

[Contracting Officer check as appropriate.]

- ___ (1) 52.222-41, Service Contract Act of 1965 (Nov 2007) (41 U.S.C. 351, *et seq.*).
- ___ (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (May 1989) (29 U.S.C. 206 and 41 U.S.C. 351, *et seq.*).
- ___ (3) 52.222-43, Fair Labor Standards Act and Service Contract Act—Price Adjustment (Multiple Year and Option Contracts) (Sep 2009) (29 U.S.C. 206 and 41 U.S.C. 351, *et seq.*).
- ___ (4) 52.222-44, Fair Labor Standards Act and Service Contract Act—Price Adjustment (Sep 2009) (29 U.S.C. 206 and 41 U.S.C. 351, *et seq.*).

___ (5) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment—Requirements (Nov 2007) (41 U.S.C. 351, *et seq.*).

___ (6) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services—Requirements (Feb 2009) (41 U.S.C. 351, *et seq.*).

___ (7) 52.222-17, Nondisplacement of Qualified Workers (JAN 2013) (E.O.13495).

___ (8) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (Mar 2009) (Pub. L. 110-247).

___ (9) 52.237-11, Accepting and Dispensing of \$1 Coin (Sept 2008) (31 U.S.C. 5112(p)(1)).

(d) *Comptroller General Examination of Record*. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records—Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e)(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1) in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause—

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (Apr 2010) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).

(ii) 52.219-8, Utilization of Small Business Concerns (Dec 2010) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$650,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(iii) 52.222-17, Nondisplacement of Qualified Workers (JAN 2013) (E.O. 13495). Flow down required in accordance with paragraph (l) of FAR clause 52.222-17.

(iv) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).

(v) 52.222-35, Equal Opportunity for Veterans (Sep 2010) (38 U.S.C. 4212).

(vi) 52.222-36, Affirmative Action for Workers with Disabilities (Oct 2010) (29 U.S.C. 793).

(vii) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.

(viii) 52.222-41, Service Contract Act of 1965 (Nov 2007) (41 U.S.C. 351, *et seq.*).

(ix) 52.222-50, Combating Trafficking in Persons (Feb 2009) (22 U.S.C. 7104(g)).

____ Alternate I (Aug 2007) of 52.222-50 (22 U.S.C. 7104(g)).

(x) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (Nov 2007) (41 U.S.C. 351, *et seq.*).

(xi) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services-Requirements (Feb 2009) (41 U.S.C. 351, *et seq.*).

(xii) 52.222-54, Employment Eligibility Verification (JUL 2012).

(xiii) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (Mar 2009) (Pub. L. 110-247). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(xiv) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of clause)



Statement of Work

1.0 GENERAL INFORMATION

As part of the Government wide execution strategy, the General Services Administration's 18F has been asked by OSTP, OMB and GSA leadership to work in partnership with other agencies to lead the development of an ecosystem around citizen-facing digital services. 18F functions as the primary operational arm of this broader digital Government effort by delivering reimbursable services and products to a series of high profile citizen facing technology solutions. Currently, there are a over a dozen digital services projects managed by 18F. To meet existing and projected demand, 18F has grown to nearly 100 employees since its inception in early 2014. To ensure these employees have the necessary tools to effectively deliver projects and products, 18F's, development, UX design, and product infrastructure must grow, as well.

1.1 AGENCY MISSION

GSA's mission is to use expertise to provide innovative solutions for our customers in support of their missions and by so doing foster an effective, sustainable, and transparent government for the American people. This delivery order will support GSA's digital services initiative.

2.0 OBJECTIVE

The scope of this delivery order is to acquire web-based collaboration software to successfully support the 18F team.

3.0 REQUIREMENTS

3.1 TECHNICAL SPECIFICATIONS FOR SOFTWARE LICENSES

18F makes use of a web-based technology solution to promote collaboration, quick exchange of information, and communication across multiple offices. This

web-based collaborative application licenses use to individual users within the organization. The access to the web-application will be provided under a plan which allows for the following features:

- Allows for single-channel guests to be onboarded with no additional cost
- Dynamic pricing model that pro-rates monthly costs based on inactive users
- Uses transport layer security (TLS/HTTPS) with encryption ciphers and signature algorithms at FIPS-140-2 strengths or higher
- Allows for administrator level data retrieval across both public and private communications for the purposes of FOIA or other e-discovery needs
- Allows public, non-governmental members to join pre-determined collaboration spaces
- Promotes seamless file sharing by allowing for comments and conversation threads to be associated to shared files.
- Allows for a single user account to be given access to multiple organization accounts
- Allows for the configuration of notifications on the desktop and mobile
- Has a native mobile app on both iOS and Android platforms
- Syncs desktop, mobile, and tablet apps simultaneously.
- Ability to "on the fly" create conversation channels that the entire 18F team can join.
- Search function that allows user to search all conversations available to the user, including public channels, private groups, and documents. Has inline image and video sharing within conversations
- Has a Federal Term of Service
- Integrates with the following software applications in the table below:

<u>Airbrake</u>	<u>Crashlytics</u>	<u>Librato</u>	<u>Scanbot</u>
<u>App Review Monitor</u>	<u>Datadog</u>	<u>Lita</u>	<u>Screenhero</u>
<u>appear.in</u>	<u>Desk.com</u>	<u>Logentries</u>	<u>Semaphore</u>
<u>AppSignal</u>	<u>Dropbox</u>	<u>Magnum CI</u>	<u>Sentry</u>
<u>Asana</u>	<u>Enchant</u>	<u>MailChimp</u>	<u>StatusPage.io</u>
<u>Beanstalk</u>	<u>Envoy</u>	<u>Nagios</u>	<u>Stripe</u>
<u>Bitbucket</u>	<u>Giphy</u>	<u>New Relic</u>	<u>Subversion</u>
<u>Bitium</u>	<u>GitHub</u>	<u>Ninefold</u>	<u>Travis CI</u>
<u>Blossom</u>	<u>Google Drive</u>	<u>OpsGenie</u>	<u>Trello</u>
<u>Bonusly</u>	<u>Google+ Hangouts</u>	<u>Opsmatic</u>	<u>Twitter</u>
<u>Bots</u>	<u>GoSquared</u>	<u>PagerDuty</u>	<u>Userlike</u>
<u>Boundary</u>	<u>GoToMeeting Free</u>	<u>Papertrail</u>	<u>Visual Studio Online</u>
<u>Box</u>	<u>Groove</u>	<u>Pingdom</u>	<u>WorkingOn</u>
<u>Breezy HR</u>	<u>Help Scout</u>	<u>Pivotal Tracker</u>	<u>Wunderlist</u>
<u>Bugsnag</u>	<u>Heroku</u>	<u>Rainforest QA</u>	<u>Yo</u>
<u>Buildkite</u>	<u>Honeybadger</u>	<u>Raygun</u>	<u>Zapier</u>
<u>Circle CI</u>	<u>Hubot</u>	<u>Reamaze</u>	<u>Zendesk</u>
<u>Cloud 66</u>	<u>IFTTT</u>	<u>Room</u>	
<u>Code Climate</u>	<u>Intercom</u>	<u>RSS</u>	
<u>Codeship</u>	<u>JIRA</u>	<u>Runscope</u>	

3.2 LICENSE AMOUNT REQUIREMENTS

The vendor shall supply access for up to 200 users/month for an initial period of twelve (12) months in a plan that meets the requirements below. The initial period may be renewed at the end of the initial 12 months for up to 300, and again at the end of the first option period for 12 months up to 400 users/month at the sole discretion of 18F (GSA) and the Contracting Officer (GSA), and for additional periods up to levels described in the chart below. The ultimate number of licenses purchased will be at the discretion of the 18F (GSA) and the Contracting Officer (GSA).

Because of the continued growth of 18F, flexibility is needed in purchasing licenses during the course of a year. This SOW intends for vendors to supply licenses for web-based collaboration software on an as needed basis for up to a specified amount.

To meet this changing need, the vendor shall:

- Provide access to the ceiling amounts listed in Figure 1.
- Bill the Government only for the amounts consumed.
- Provide access to an administrative portal to activate or deactivate licenses by 18F Team Operations staff.

3.3 PRICING REQUIREMENTS

The vendor shall submit price quotations in line with "Figure 1."

Figure 1. Requirements for Web-Based Collaborative Software

Line	Description / Configuration	Users Per Month
1	Base Period (12 Months)	200
2	Option 1 (12 Months)	300
3	Option 2 (12 Months)	400

Each license will permit a member of the 18F team to access the web-based collaboration software for one month.

3.4 CONTRACT TYPE

The Government intends to award a single task order as Firm Fixed Price.

3.5 BASIS OF AWARD

Award for this effort shall be determined on a Lowest-Price Technically Acceptable basis.

3.6 PERIOD OF PERFORMANCE

The period of performance shall be from date of award for one twelve (12) month base period with two (2) twelve (12) month options for a total of 36 months.

3.7 CLAUSES

52.217-5 Evaluation of Options (Jul 1990)

(a) Except when it is determined in accordance with FAR 17.206(b) not to be in the Government's best interests, the Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. Evaluation of options will not obligate the Government to exercise the option(s).

(b) The Government may reject an offer as nonresponsive if it is materially unbalanced as to prices for the basic requirement and the option quantities. An offer is unbalanced when it is based on prices significantly less than cost for some work and prices which are significantly overstated for other work.

52.217-8 Option to Extend Services (Nov 1999)

The Government may require continued performance of any services within the limits and at the rates specified in contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 30 days of contract expiration date.

TITLE	18F (GSA) PO
FILE NAME	SF1449 Web BasedFinal signed.pdf
DOCUMENT ID	6ecf070e9ed93d6f4e4ff446c78a3d3dd5820815
STATUS	● Completed

Document History



SENT

7/27/15

09:13:51 UTC-8

Sent for signature to (b)(6)

IP: 45.55.0.27



VIEWED

7/27/15

09:14:21 UTC-8

Viewed by (b)(6)

IP: 45.55.0.27



SIGNED

7/27/15

09:14:50 UTC-8

Signed by (b)(6)

IP: 45.55.0.27



COMPLETED

7/27/15

09:14:50 UTC-8

The document has been completed.

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE M	PAGE OF PAGES 1 1
2. AMENDMENT/MODIFICATION NO. PS01	3. EFFECTIVE DATE SEE BLK 16C	4. REQUISITION/PURCHASE REQ. NO. PR201601270005	5. PROJECT NO. (If applicable) GP0995256	
6. ISSUED BY CODE	H1BA	7. ADMINISTERED BY (If other than Item 6) CODE	H1BA	

U.S. GSA OAS IAD
1800 F ST NW RM 631X
WASHINGTON DC 20405

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)

SLACK TECHNOLOGIES INC
155 5th ST, 6th FL
SAN FRANCISCO CA 94103

☒ 9A. AMENDMENT OF SOLICITATION NO.

☐ 9B. DATED (SEE ITEM 11)

☒ 10A. MODIFICATION OF CONTRACT/ORDER NO.

GS00H15AAP0092

☒ 10B. DATED (SEE ITEM 13)

CODE 047131381

FACILITY CODE 7BXG0

07/22/2015

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended, ☐ is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment your desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

2016.2016.285X.00.Q00XF100.DS10.AF200.H08

INCREASE: +\$3,600.00

13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS.

IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
<input type="checkbox"/>	
<input type="checkbox"/>	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
<input checked="" type="checkbox"/>	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: FAR 43.103(a)(3); Other Agreements of the Parties Modifying the Terms of the Contract
<input type="checkbox"/>	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor ☐ is not, ☒ is required to sign this document and return 1 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

The purpose of this modification is to add twenty-four (24) additional end user licenses to Base Period line item 1;
The period of performance remains from 07/22/2015 to 07/21/2016;
The total contract award amount is \$3,600.00;
This modification hereby changes the contract amount from \$36,000.00 by \$3,600.00 to \$39,600.00;
Slack Technologies quote of 02/12/2016 is hereby incorporated by reference;
All other terms and conditions remain the same.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print) (b)(6) VP - Business Operations	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Diane P. Taylor, Contracting Officer
15B. CONTRACTOR/REFEROR (b)(6)	15C. DATE SIGNED 02/22/2016
16B. UNITED STATES OF AMERICA (b)(6) (Signature of Contracting Officer)	16C. DATE SIGNED 02/25/2016

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE		PAGE 1 OF 1 PAGES	
2. AMENDMENT/MODIFICATION NO. PO02		3. EFFECTIVE DATE 07/22/2016		4. REQUISITION/PURCHASE REQ. NO. PR201604270001		5. PROJECT NO. (If applicable) GP0965038	
6. ISSUED BY GSA - Acquisition Operations Division 1800 F St NW Washington, DC 20405		7. ADMINISTERED BY (If other than Item 6) See Block 6		CODE		CODE	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) Slack Technologies, Inc. 155 5th St 6th Floor San Francisco, CA 94103				(X)		9A. AMENDMENT OF SOLICITATION NO.	
				<input type="checkbox"/>		9B. DATED (SEE ITEM 11)	
				(X)		10A. MODIFICATION OF CONTRACT/ORDER NO. GS-00-H-15-AA-P-0092 10B. DATED (SEE ITEM 13) 07/22/2015	
CODE		FACILITY CODE					

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended, ☐ is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:
(a) By completing items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment your desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)	
2016.2016.285X.DS10.00.Q00XF100.AF200.M55	\$54,000.00

**13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS.
IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.**

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
<input type="checkbox"/>	
<input type="checkbox"/>	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
<input type="checkbox"/>	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
(X)	D. OTHER (Specify type of modification and authority) FAR 52.217-9 Option to Extend the Term of the Contract (MAR 2000)

E. IMPORTANT: Contractor ☒ is not, ☐ is required to sign this document and return _____ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

The purpose of this modification is to unilaterally: 1) Exercise Option Year 1: 300 Users NTE \$54,000.
Period of Performance - 7/22/2016 - 7/21/2017.

Current contract amount: \$39,600.00
Modification PO02: \$54,000.00
New contract amount: \$93,600.00

All other terms and conditions shall remain the same.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
		Lisa E. Ellis	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
(Signature of person authorized to sign)		(b)(6)	05/16/2016
		(Signature of Contracting Officer)	

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE

PAGE OF PAGES

1 1

2. AMENDMENT/MODIFICATION NO.

PS03

3. EFFECTIVE DATE

07/27/2017

4. REQUISITION/PURCHASE REQ. NO.

PR201505070017

5. PROJECT NO. (If applicable)

GP0965038

6. ISSUED BY

CODE

General Services Administration (GSA)
OAS, Office of Internal Acquisition
1800 F Street, NW
Washington, DC 20405

7. ADMINISTERED BY (If other than Item 6)

CODE

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)

SLACK TECHNOLOGIES, INC.
Attn: Dave Macnee
155 5th STREET, 6th FLOOR
SAN FRANCISCO, CA 94103

(X)

9A. AMENDMENT OF SOLICITATION NO.

☐

9B. DATED (SEE ITEM 11)

☒

10A. MODIFICATION OF CONTRACT/ORDER NO.

GS00H15AAP0092

10B. DATED (SEE ITEM 13)

CODE

FACILITY CODE

07/27/2015

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended, ☐ is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment your desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

2017.2017.285X.DS11.00.T00ED000.AF200.H08

13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS.**IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.**

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
<input type="checkbox"/>	
<input type="checkbox"/>	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
<input type="checkbox"/>	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
<input checked="" type="checkbox"/>	D. OTHER (Specify type of modification and authority) FAR 52.217-9 - Option to Extend the Term of the Contract (MAR 2000)

E. IMPORTANT: Contractor ☐ is not, ☒ is required to sign this document and return 1 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

Corrected Copy:

1. The purpose of Modification PS03 is to Exercise Option Year 2 for Web-Based Collaboration Software Services.

2. Period of Performance: 07/27/2017 - 07/26/2018.

3. The contract amount is increased by \$72,000.00 from \$93,600.00 to \$165,600.00

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)

(b)(6)

SVP Finance & Operations

16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)

Bonnie A. Impastato, Contracting Officer

15B. CONTRACTOR/OFFEROR

(b)(6)

authorized to sign)

15C. DATE SIGNED

7/22/2017

16B. UNITED STATES OF AMERICA

(b)(6)

(Signature of Contracting Officer)

16C. DATE SIGNED

07/26/2017